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March 14, 1986

Mr. Baines
Secretary
Inrerstate Commerce Commission
Washington, D.C

13643-D
MAR 14 1986 12 10 PM

3/14/86
Fee \$ 20.00

INTERSTATE COMMERCE COMMISSION

108 Washington, D. C.

Dear Secretary

I have enclosed an original and one copy to be recorded to section 11303 of title 49 of the US Code.

Assignment + Security agreement
This document is a ~~lease agreement~~ and is secondary document or supplement to assignment documents filed under recordation number
13643- dated May 2], 1982
13643 A dated Ma 2], 1982
13643- B dated May 2], 1982

The name of the party to the documents are as follows:
Continental Illinois National Bank And Trust Co. of Chicago.

The equipment covered by this document are railroad cars.

A fee of \$10.00 is enclosed. Please return the original to Federal Documents retrieval.

Sincerely,

Barbara Krupnick
Barbara Krupnick

C. Quentley
Paul L. Loom

COPY

FDR-
628-2229

TRANSMITTAL LETTER

This is an Assignment to document numbers:
13643 dated May 21, 1982 at 9:05 A.M.
13643-A dated May 21, 1982 at 9:05 A.M.
13643-B dated May 21, 1982 at 9:05 A.M.

Interstate Commerce Commission
Washington, D.C. 20423

3/14/86

OFFICE OF THE SECRETARY

Barbara Krupnick
Federal Document Retrieval
514 C. St. N.E.
Washington, D.C. 20002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/14/86 at 12:10pm and assigned re-recording number(s). 13643-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

Interstate Commerce Comm.
Washington, D.C.

13643 D
Filed 1985

MAR 14 1986 -12 10 PM

INTERSTATE COMMERCE COMMISSION

Group	SID
PC	1098
Acct #	8801060

ASSIGNMENT OF SECURITY AGREEMENT (RAILROAD CARS)
AND OF ASSIGNMENT OF LEASE AND AGREEMENT

Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), for good and sufficient consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Federal Deposit Insurance Corporation (the "FDIC") all right and claim of Continental Bank in, to and in respect of the mortgage documentation described on Exhibit A hereto, which mortgage documentation covers the property described on Exhibit B hereto.

This Assignment of Security Agreement (Railroad Cars) and of Assignment of Lease and Agreement is made pursuant to, and is subject to the terms and provisions of, that certain Conveyance dated September 26, 1984 from Continental Bank to the FDIC, a copy of which Conveyance (without its Exhibit I) is attached hereto.

IN WITNESS WHEREOF, Continental Bank has executed this Assignment this 26th day of September, 1984.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

By *L. W. Wittle Jr.*
Vice President

Attest:

[Signature]
[Corporate Seal]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26 day of September, 1984, before me personally appeared L.D. Wickfer, Jr., to me personally known, who being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Gail Carey
Notary Public

(SEAL)

My commission expires:

My Commission Expires November 29, 1983

EXHIBIT A

to Assignment of Security
Agreement (Railroad Cars) and
of Assignment of Lease and
Agreement

1. Security Agreement (Railroad Cars) dated as of
December 31, 1981, as recorded with the Interstate Commerce
Commission on May 21, 1982, at 9:05 a.m. as Recordation No. 13643-B.

2. Assignment of Lease and Agreement dated as of December
31, 1981, covering a Lease Agreement respecting certain railroad
cars, as recorded with the Interstate Commerce Commission on May
21, 1982, at 9:05 a.m. as Recordation No. 13643-A.

EXHIBIT B

to Assignment of Security
Agreement (Railroad Cars) and
of Assignment of Lease and
Agreement

1. Description of the Equipment:

Sixty-three (63) 4,750 cu. ft. covered hopper cars, with 100-ton trucks, of AAR Mechanical Designation "LO", bearing the following serial numbers:

487079-487108 (incl.),
487841,
487844-487858 (incl.),
487967-487970 (incl.),
487972-487983 (incl.),
488031

2. Description of the Lease:

A Lease Agreement (including a Rider thereof) dated as of December 17, 1981, between Shearson Equipment Investors and North American Car Corporation, as recorded with the Interstate Commerce Commission on May 21, 1982, at 9:05 a.m. as Recordation No. 13643.

EXHIBIT C

CONVEYANCE

This Conveyance from Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), to the Federal Deposit Insurance Corporation (the "FDIC").

W I T N E S S E T H:

1. Continental Bank, for good and sufficient consideration, and subject to the terms and provisions hereof, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the FDIC all right and claim of Continental Bank in, to and in respect of those loans described in Exhibit I hereto and all rights, collateral and other assets relating thereto including, without limitation, (i) all accrued interest, claims in litigation, claims for amounts written off on the general books of Continental Bank, claims for breach of covenant and counter-claims by Continental Bank, to claims made against Continental Bank in respect of such loans, (ii) all the collateral and security interests relating to such loans, and (iii) all claims against guarantors of and obligors and co-obligors on, and other persons or parties in any way obligated in respect of, such loans, together with all agreements, promissory notes and documentation relating thereto in the possession of Continental Bank (collectively "Transferred Loans"), to have and to hold the Transferred Loans unto the FDIC, its successors and assigns, forever.

2. This Conveyance is made without any covenant or representation of title or warranty of title of any kind, express or implied, and without recourse against Continental Bank in the event of any failure of title to the Transferred Loans or any part thereof (except as specifically provided in Section 2.5 of the Implementation Agreement, dated as of August 23, 1984, among Continental Bank, the FDIC and the other parties thereto and except for warranty against prior conveyance, pledge of or granting of a security interest (other than the security interest of the Federal Reserve Bank of Chicago pursuant to a Security Agreement dated June 11, 1984) in any Transferred Loan or any part thereof by Continental Bank), but is made with full substitution and subrogation of the FDIC in and to all covenants and warranties by others heretofore given or made with respect to the Transferred Loans, respectively, or any part thereof. Settlement for breach of warranty shall be by substitution of other loans as to which there is no breach.

3. Notwithstanding Section 2, Continental Bank represents and warrants that the transfer of each Transferred Loan effected hereby is a valid transfer and that no consent, waiver or approval to the transfer effected hereby is required under the terms of any Transferred Loan transferred hereby, except such as have been obtained.

4. With respect to any portion of any Transferred Loan which consists of collateral or security interests relating to loans described in Exhibit I hereto not delivered to the FDIC contemporaneously with the execution and delivery of this Conveyance, which collateral is in the possession of Continental Bank or which security interest is perfected by possession, Continental Bank hereby agrees and acknowledges that it possesses such collateral and security interests exclusively and solely as agent of the FDIC until such time as delivery of such collateral and security interests to the FDIC is made.

5. Continental Bank hereby constitutes and appoints the FDIC, its successors and assigns, the true and lawful attorney and attorneys of Continental Bank with full power of substitution, in the name and stead of Continental Bank but on behalf and for the benefit of the FDIC, its successors and assigns, to demand and receive any and all of the Transferred Loans, or any part of any Transferred Loan, transferred to the FDIC, its successors and assigns, whether by this Conveyance or otherwise, and to give receipts and releases in respect of any such Transferred Loan or any part thereof, to endorse any claim or right of any kind in respect of any such Transferred Loan or any part thereof, to execute further conveyances in respect of any such Transferred Loan or any part thereof, and to do all acts and things in rela-

tion to such Transferred Loans which the FDIC, its successors or assigns may deem desirable, Continental Bank hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Continental Bank or its successors and assigns or by its dissolution or in any other manner or for any reason whatsoever.

6. Continental Bank expressly agrees and acknowledges that the transfer effected hereby is a transfer to the FDIC, its successors and assigns, of all the benefits and proceeds of, and all rights and interests in, the Transferred Loans, and such transfer is not in any way subject to the assumption by the FDIC of any of the liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof, except where the transfer would result in the obligation of the FDIC to pay the reasonable and necessary expenses of collection of such Transferred Loans and reasonable and necessary expenses with respect to collateral, assets, security interests and guarantees relating to such Transferred Loans. Specifically, Continental Bank expressly agrees and acknowledges that, as provided in Section 2.3 of the Implementation Agreement, the FDIC will not, except as it may specifically agree or as provided in the next paragraph, be responsible for further advances with respect to the Transferred Loans. Continental Bank agrees to indemnify

and defend the FDIC and to hold it harmless against any loss or liability incurred by the FDIC due to any claim that the FDIC assumed any liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof not expressly assumed hereby.

The FDIC hereby assumes the obligation of Continental Bank to make any advances Continental Bank is required to make (whether as the result of a drawing under a letter of credit or loan commitment or otherwise) after the date hereof pursuant to any obligation to make such advance which was legal, valid and binding upon Continental Bank on May 31, 1984 (but not including advances made pursuant to roll-overs, extensions, renewals and the like allowed after May 31, 1984, unless Continental Bank had a legal, valid and binding obligation to effect any such roll-over, extension, renewal or the like on May 31, 1984), and which advance, if made immediately prior to this Conveyance, would have been secured by collateral or security interests transferred to the FDIC hereby or pursuant hereto. In respect of any such advance made by the FDIC, (i) Continental Bank will, upon request, pay to the FDIC an amount equal to the amount of such advance, and (ii) such payment by Continental Bank shall be applied as a cash payment in reduction of the Continental Bank Note as provided in Section 2.2 of the Implementation Agreement. If, as a result of the FDIC having made such advance(s), it is claimed that the FDIC

incurred any loss or liability for (i) further advances to the same borrower or (ii) other liabilities, obligations or responsibilities relating to or arising from the making of such advance(s) not expressly assumed by the FDIC hereby, Continental Bank hereby agrees to defend, indemnify and hold harmless the FDIC against such loss or liability. The FDIC does not hereby assume any obligation to fund any advance as provided herein unless such advance, if made by Continental Bank, would be eligible for sale to the FDIC without the consent of the FDIC as a Transferred Loan pursuant to Section 2.2 of the Implementation Agreement at the time the advance is to be made. The obligation created by any advance by the FDIC hereunder shall, after the making thereof, be deemed to be a Transferred Loan for all purposes of the Implementation Agreement.

7. Continental Bank expressly agrees and acknowledges that in any case in which any collateral, assets, security interests, guarantees or obligations of any person or persons relating to a Transferred Loan also relate to a loan or obligation of Continental Bank that is not transferred hereby to the FDIC, the transfer effected hereby is a transfer to the FDIC of any and all such collateral, assets, security interests, guarantees or obligations of any person or persons, and Continental Bank shall not retain any interest in any such collateral, assets, security interests, guarantees or obligations of any person or persons.

8. Continental Bank agrees promptly to use its best efforts to execute and deliver or record and file all such other additional instruments, notices and other documents and to do all such other and further acts and things as may be reasonably necessary or as may be reasonably requested by the FDIC to more fully and effectively grant, convey and assign to the FDIC the Transferred Loans hereby.

9. This Conveyance and the rights and obligations hereunder shall be governed by and construed in accordance with the Federal law of the United States (including statutes, case law, regulations, rulings, or interpretations of the United States or any agency thereof) and the law of the State of Illinois to the extent that state law is not inconsistent with Federal law.

IN WITNESS WHEREOF, Continental Bank has executed this Conveyance this 26th day of September, 1984.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By: Richard S. Brennan
Title Executive Vice President

Attest:

Kevin J. Hallagan
Title Senior Vice President,
Associate General Counsel and
Assistant Secretary of FEDERAL DEPOSIT INSURANCE
The Board of Directors CORPORATION

By: Paul C. Fritts
Title Regional Director